

Mountain Bike Australia (MTBA) Inc.

RIDER MEMBERSHIP APPLICATION

• Mountain Bike Australia (MTBA) • PO Box 17 Mirani Qld 4754 • Email: info.mtba@mtba.asn.au

MTB Rules and Liability Release.

MOUNTAIN BIKING IS A HAZARDOUS EXPERIENCE OR ACTIVITY WITH VARYING SURFACE AND ENVIRONMENTAL CONDITIONS. It is different from road bicycling in that it is done on partially improved and unimproved trails and roads, as well as on naturally rugged terrain.

In CONSIDERATION of receiving permission to enter events locations from government authorities and/or private land holders, the undersigning/participant (hereinafter collectively "participant"), hereby releases, discharges and forever acquits MTBA, government authorities and/or landholders collectively and all respective officers, directors, servants, employees and agents of from any and all liability claims, demands, warranty, whether expressed or implied of MTBA, government authorities and/or landholders and their respective officers, directors, servants, employees and agents, while on the locations and/or participating in the aforementioned activity.

This liability release shall be binding upon the assignee, distributees, heirs, next of kin, executors and administrators of the undersigned and may be pled by MTBA, government authorities and/or landholders as a complete bar and defence against the claim, demand, action by or on behalf of the undersigned.

By execution of the liability release, the participant hereby acknowledges and expressly represents that:

1. The participant is duly aware of the risks and hazards inherent upon entering the event location and participating in events at these locations.
2. The participant elects voluntarily to enter the location and ride the mountain bike on these locations.
3. The participant assumes the duty of knowing the present condition of the location.
4. The participant recognises that the locations may become more hazardous and dangerous during the time that the undersigned is present on the location, riding his/her mountain bike on the location.
5. By virtue of participant's presence on the location, participant acknowledges participant's acceptance of the condition of the location and all risks attendant thereto. Participant agrees to operate his/her mountain bike only on marked trails.
6. Participant recognises that falls and collisions with pedestrians, other mountain bike riders and vehicles do occur and assumes all risks and responsibility for such incidents and injuries.
7. I understand that HELMETS ARE MANDATORY and I agree to wear an approved helmet at all times. If I sustain any injuries as a result of any of the aforementioned risks and hazards, I AGREE NOT TO SUE any of the above named parties.
8. Participant is over 18 years of age and is of sound mind, or that if he/she is under 18 years of age, he/she is accompanied by a parent or guardian who is over 18 years of age and of sound mind who has read the foregoing liability release, understands it and signs it voluntarily. Furthermore, the undersigned being at least 18 years of age indemnifies the aforementioned entities against any and all claims which may result from minor's participation in the aforementioned activity.

EXERCISE CAUTION! MOUNTAIN BIKE RIDING IS DIFFERENT FROM ROAD RIDING. WHILE RIDING ON OR OFF ROADS OR TRAILS, YOU MAY EXPERIENCE OTHER BIKES AND VEHICLES, LOOSE GRAVEL AND DIRT, WET SURFACES, HOLES, DOWNED TIMBER AND OTHER OBSTACLES. YOU MUST REGULATE YOUR SPEED IN ORDER TO AVOID OR NEGOTIATE SUCH OBSTACLES. ON COASTING EVENTS SLOW DOWN AND ENJOY THE RIDE.

I UNDERSTAND THAT MOUNTAIN BIKE TRAINING, ORGANISED SOCIAL RIDES OR RACING COMPETITIVELY IS MORE HAZARDOUS THAN RECREATIONAL RIDING. I/WE REALISE THAT INJURIES ARE A COMMON AND ORDINARY OCCUURENT OF THIS SPORT.

9. In exchange for and in consideration if the above named parties making the events locations available to me, participant CONTRACTUALLY AGREES that any and ALL DISPUTES between myself and the above named parties arising from my participation in their events and INCLUDING any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the district where the alleged tort occurred.
10. This release shall be binding to the fullest extent permitted by law. In an event any section of the release is found to be unenforceable, the remaining terms shall be enforceable.

Further, full permission is given to use any photographs or movies taken during this event or training exercise for any purpose in promoting events throughout Australia.

I have read and understand the above paragraphs and am voluntarily participating in this activity.